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**PARKING LOT REHABILITATION  
AT  
DELAWARE STATE POLICE TROOP 4  
23652 SHORTLY ROAD  
GEORGETOWN, DELAWARE 19947  
OMB/DFM #MC4506000080  
DBF #0586B038.C01  
JUNE 22, 2020**

**ADDENDUM NO. 5**

The following items shall become a part of the contract documents. Contractor must acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.

- Item 1      This addendum, Addendum No. 5, shall be made part of the Project Manual and Drawings dated March 27, 2020 for the Parking Lot Rehabilitation at Delaware State Police, Troop 4.
- Item 2      Any provision in any of the Contract Documents which may be in conflict or be inconsistent with the contents of this Addendum shall be void to the extent of such conflicts or inconsistency.
- Item 3      Changes to Specifications:
  - a.    Section 00 41 13 Bid Form: Attached is new section.
  - b.    Section 01 21 00 Allowances: Attached is new section.
- Item 4      Changes to Drawings
  - a.    Drawing C-1:
    - 1)    Change Key Legend "DE" to read: Portable Building (Car Port) to be relocated by State of Delaware prior to start of construction.
  - b.    Drawing E-1:
    - 1)    Add Sheet Note 6: Owner will remove the existing Car Port and disconnect existing electrical services at the Shed located adjacent to the Dog Run that serves the Car Port. Electrical Contractor to disconnect and remove remaining conduit at Car Port to 12" below grade to allow for site paving removal and

installation. If existing branch circuit is in conduit, remove from conduit permanently (both ends). If direct buried, remove to 12" below grade.

- 2) Flag "Note 6" at Car Port on Site Plan 1/E-1.

Item 5      Questions/Clarifications

- a. We are removing 24' of fence and reinstalling that fence.  
***The fence in paving will be completely removed and re-installed in phases. The posts will be replaced and the rails and panels will be reutilized. The total linear feet of fence is approximately 225 feet. There are a total of 42 posts. Each post will be embedded 2' into the ground. The post will be embedded with concrete one foot below the post and 12" diameter hole. The fence height is 8'.***
- b. Is there a particular 24' section of fence that is to be removed and re-installed?  
***See 5a response.***
- c. Are we saw cutting each side of the remaining fence and leaving the approximately 1' section of existing parking lot untouched beneath the fence? ***See 5a response.***
- d. After we mill off the existing 3" of HMA who determines where we are simply regrading or where we must excavate for the 11" paving section?  
***Davis, Bowen & Friedel, Inc. will make the final determination in consultation with the contractor and Delaware State Police.***
- e. Or are we basing the lump sum price on the 3" HMA mill, regarding the site and placing the 3" HMA courses, letting unit price 1 and unit price 2 account all the excavation and stone placement required?  
***The lump sum is based on the full 3" HMA mill, regrading of the site and placing the 3" HMA course. Unit Price 1 and Unit Price 2 are for areas that fail proof roll and need to be repaired.***
- f. Can the engineer predetermine a quantity (SY) that we can put in the bid so everyone is bidding the same quantities?  
***All bidders are to include 2,000 SY of existing stone to be replaced in full depth where cut is required in the parking lot. Final locations to be determined (see 5d response).***
- g. Are the full depth paving sections to be included in the base bid?  
***Yes.***
- h. The car port is to be re-assembled by others?  
***The car port has been removed from the contract (See #4).***

- i. Will maintenance work or work being performed on other contracts be scheduled around this contract to avoid possible schedule conflicts?  
***There is no guarantee that maintenance work or other work will be performed during the project but will be avoided to the maximum extent possible.***
- j. Does the 2-year warranty apply the asphalt paving and striping? This work is typically covered on a 1-year warranty. ***Yes, all work requires a 2-year warranty.***
- k. Is there a specific controls contractor that usually works on or maintains these motorized gates?  
***Guardian Fence normally performs maintenance for Troop 4 but contractors are free to use their own vendor.***
- l. Are the UNIT Prices No. 1 and 2 for quantity changes assumed through Engineer's take-off volumes?  
***Unit prices are based on a cubic yard of undercut then a cubic yard of GABC to be placed where undercut.***
- m. How are they related to the Allowance No.1?  
***The unit prices are related.***
- n. How was the Allowance No. 1 calculated?  
***Allowance No. 1 is an assumed number along with an assumed volume.***
- o. Does it include the material cost of GABC or placement cost only?  
***The allowance cost includes both material and placement.***
- p. What material cost was assumed?  
***A material cost was not assumed when preparing the allowance cost.***
- q. Should the Contractor/Bidder assume the Allowance No. 1 quantities or perform its own take-off volumes based on no additional undercutting due to poor subbase or underground obstructions, unsuitable materials, etc.?  
***The bidder should assume the quantities provided.***
- r. If the Bidder responds "No BID" to Alternate 2 and/or 3, will the Bidder be assumed to be "Non-Responsive" and rejected? ***[Contractor name redacted]*** does not feel the additional cost is warranted and negatively impacts smaller companies. ***If "No BID" is provided for either alternate, then the bid will be "Non-Responsive" and rejected.***
- s. Is the single lane ingress/egress for use during phase II work temporary, and also separate for the present, and permanent, ingress and egress?  
***The single lane ingress / egress is temporary during Phase II and only for the***

*duration needed to do the work within the entrance. The single lane location is located in the same place as the current access.*

- t. There is concern that in order to cut, replace, grade, scarify and install the new asphalt that the vinyl fence – in the middle of the phase I work – is likely to be damaged. Can you confirm, per question 5.3, that only three panels are to be removed?

*See 5a response.*

- u. If so, can these three panels rotate through the entirety of the fence (i.e. can the whole fence be removed and reinstalled as work progresses)?

*See 5a response.*

Item 6

Substitution Requests:

- a. PENN LIGHTING Package: Submission is not approved. The PxP submitted with the substitution package along the east property line exceeds the maximum 0.1FC for approximately 155’.

END OF ADDENDUM



STATE OF DELAWARE  
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ALLOWANCE No. 2: Provide an allowance of \$5,000 for unforeseen utilities work which may consist of repairing broken conduit, unknown utilities, etc.

ALLOWANCE No. 3: Provide an allowance of \$2,500 for select trimming of existing trees that would impact the lighting levels of the new light poles.

**ALTERNATES**

Alternate prices conform to applicable project specification Section 01 23 00 - Alternates. An "ADD" or "DEDUCT" amount is indicated by the crossed-out part that does not apply.

ALTERNATE No. 1: Contractor shall provide all wiring, electrical work including power system study, poles and fixtures.

Add/Deduct: \_\_\_\_\_  
(\$ \_\_\_\_\_ )

ALTERNATE No. 2: All work will be performed at night from 1900 to 0700 beginning on Sunday and ending on Saturday.

Add/Deduct: \_\_\_\_\_  
(\$ \_\_\_\_\_ )

ALTERNATE No. 3: All work will be performed 24/7 for the duration of the project.

Add/Deduct: \_\_\_\_\_  
(\$ \_\_\_\_\_ )

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**BID FORM**

I/We acknowledge Addendums numbered \_\_\_\_\_ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within \_\_\_\_\_ calendar days of the Notice to Proceed.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By \_\_\_\_\_ Trading as \_\_\_\_\_  
(Individual's / General Partner's / Corporate Name)  
\_\_\_\_\_  
(State of Corporation)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
(SEAL) ( Authorized Signature )  
\_\_\_\_\_  
( Title )  
Date: \_\_\_\_\_

**ATTACHMENTS**

Sub-Contractor List  
Non-Collusion Statement  
Affidavit of Employee Drug Testing Program  
Affidavit of Contractor Qualifications  
Bid Security  
(Others as Required by Project Manuals)

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**BID FORM**

**SUBCONTRACTOR LIST**

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, the following subcontractor listing must accompany any bid submittal. The bidder must list in each category the full name and address (City & State) of the sub-contractor that the bidder will be using to perform the work and provide material for that subcontractor category. Should the bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the bidder shall list that third-tier contractor's full name and address (City & State). **If the bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the bidder intends to perform the work themselves, the bidder may not insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category and an asterisk (\*) next to any additional third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (\*) next to any additional third-tier contractors, and submit it with your bid.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City &amp; State)</u>	<u>Subcontractors tax-payer ID # or Delaware Business license #</u>
1. Asphalt			
A.			
B.			
C.			
2. Electrical			
A.			
B.			
C.			



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3. Landscaping

A.

B.

C.

4. Concrete

A.

B.

C.

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**AFFIDAVIT  
OF  
CONTRACTOR QUALIFICATIONS**

We hereby certify that we will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term.

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, after a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

**Contractor Name:**

\_\_\_\_\_

**Contractor Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Authorized Representative (typed or printed):**

\_\_\_\_\_

**Authorized Representative (signature):**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_.

My Commission expires \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.**

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**BID FORM**

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date *(to the Office of Management and Budget, Division of Facilities Management)*.

All the terms and conditions of MC4506000080 have been thoroughly examined and are understood.

**NAME OF BIDDER:**

\_\_\_\_\_

**AUTHORIZED REPRESENTATIVE  
(TYPED):**

\_\_\_\_\_

**AUTHORIZED REPRESENTATIVE  
(SIGNATURE):**

\_\_\_\_\_

**TITLE:**

\_\_\_\_\_

**ADDRESS OF BIDDER:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**E-MAIL:**

\_\_\_\_\_

**PHONE NUMBER:**

\_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_.

My Commission expires \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.**

**AFFIDAVIT  
OF  
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite, including subcontractors, that complies with this regulation:

**Contractor/Subcontractor Name:** \_\_\_\_\_

**Contractor/Subcontractor Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Authorized Representative (typed or printed):** \_\_\_\_\_

**Authorized Representative (signature):** \_\_\_\_\_

**Title:** \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_.

My Commission expires \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.**

## SECTION 01 21 00

### ALLOWANCES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Quantity allowances.
- C. Related Requirements:
  - 1. Section 00 63 73 "Allowance Authorization Form".
  - 2. Section 01 22 00 "Unit Prices" for procedures for using unit prices.
  - 3. Section 01 40 00 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

##### 1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

##### 1.4 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.7 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 ALLOWANCES AUTHORIZATION FORM USE

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
  - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
  - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
  - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
  - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### 3.3 SCHEDULE OF ALLOWANCES

- ALLOWANCE No. 1: Provide an allowance of \$52,500 for undercutting to include removal of 250 CY of dirt and 250 CY of GABC in areas that fail proof rolling. Replace with 500 CY of GABC and compact.
- ALLOWANCE No. 2: Provide an allowance of \$5,000 for unforeseen utilities work which may consist of repairing broken conduit, unknown utilities, etc.
- ALLOWANCE No. 3: Provide an allowance of \$2,500 for select trimming of existing trees that would impact the lighting levels of the new light poles.

END OF SECTION